

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF NEW JERSEY

TIMOTHY R. HOTT, P.C.

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(TH 6729)
Attorney for the Plaintiffs

William Dwyer, Nicholas Fabiano, John Ott,
Dennis Whitby, Frank Hughes, Michael Rapp,
Emanuel Santos and Alan O'Shea as Trustees of
the Refrigeration & Air Conditioning Service
Division (UA-NJ) Pension Fund, Welfare Fund,
Annuity Fund and Education Fund for and on
behalf of themselves and said Funds and the New
Jersey Committee Representing the United
Association of Plumbers and Pipefitters of the
United States and Canada, an unincorporated labor
organization,

Plaintiff(s)

VS.

Eagle Air Systems, Inc., EEJ Mechanical, Inc., et
als and

Defendant(s)

CIVIL ACTION

CIVIL ACTION NO.

07-3602 (SRC) (MAS)

**SETTLEMENT AGREEMENT AND
CONSENT JUDGMENT ONLY AS TO
DEFENDANT EEJ MECHANICAL, INC.**

The Plaintiffs and Defendant, EEJ Mechanical, Inc., parties hereto having agreed to settle their differences in dispute in the above captioned matter hereby agree that the following constitute a Settlement Agreement and Consent Judgment as to the above referenced matter:

1. Defendant, EEJ Mechanical, Inc., agrees that there is due and owing to Plaintiffs the sum of **\$134,633.80**. Said sum is agreed to represent principal, interest, attorney fees and costs due from Defendant to Plaintiffs as a result of Defendant's failure to pay contributions in a timely manner to Plaintiffs in accordance with the terms of the applicable collective bargaining agreements between Defendant and the Union representing employees employed by Defendant for the period December 12, 2007 to February 2, 2008; and also includes the sum of \$64,000.00 which is the amount of surety that Defendant is required to

post with Plaintiffs in accordance with the referenced agreement and the trust agreements of Plaintiff Funds.

2. Defendant offers and Plaintiffs agree to accept a payment schedule from Defendant to satisfy Defendant's debt of \$129,477.24. Said sum represents and contemplates a payment schedule by Defendant to Plaintiffs of fifteen (15) consecutive months' payments at \$8,092.33 per month after an initial month's payment of \$8,092.33 which initial payment shall be made on or before April 15, 2008. The fifteen consecutive months' payments is from May 15, 2008 through July 15, 2009. In addition, and as a specific inducement to plaintiffs to enter into this agreement, defendant further agrees that it must and will make any newly incurred payments to plaintiffs within the time and in the manner required under the terms of the applicable collective bargaining agreement which governs the terms and conditions of employment of those employees of defendant working under the jurisdiction of said agreement. ***All payments made under this Agreement must be made by bank, tellers or certified check. Failure to make payments in this matter shall be deemed a material breach of this Agreement. Payments must be payable to "Refrigeration & Air Conditioning Distribution Fund" and delivered to the Law Offices of Timothy R. Hott, Esq., 591 Summit Ave., Suite 300, Jersey City, NJ 07306.***

3. Defendant hereby represents, agrees and promises to commence the payment schedule as hereinabove referenced and to make each and every monthly payment on the fifteenth (15th) day of each consecutive month thereafter until the full payment schedule described above is satisfied.

4. Plaintiffs hereby represent that the following charges have been added to and are included in the payment schedule which Defendant herein agrees and obligates itself to undertake: \$5,156.66 interest; \$2,500.00 attorney fee; \$500.00 costs. Defendant agrees that the inclusion of the foregoing amounts is fair, reasonable and equitable under the circumstances.

5. In the event Defendant fails to timely make any one (1) payment as required hereinabove, in accordance with the schedule of payments, then, the full unpaid balance together with any additional unpaid sum shall be due and payable. In such event, Plaintiffs, upon *ex-parte* application to the Court shall have Judgment entered against Defendant for the balance due Plaintiffs after credit for any payments made by Defendant under this Agreement and after adding such additional sums as have accrued as due from Defendant to Plaintiffs. Such Judgment shall also have added to it an additional attorneys fee of \$1,500.00


together with such costs and additional interest as may accrue on any new unpaid debt at the rate of twelve (12%) percent per annum. Notwithstanding the foregoing default provision, Plaintiffs shall be required to give Defendant five (5) days notice with five (5) days right to cure prior to proceeding under the default provisions of this paragraph.


6. Plaintiffs shall be entitled to apply to the Court upon certification of Plaintiffs' authorized representative in such *ex-parte* application.

7. Plaintiffs and Defendant hereby agree, consent and stipulate that the Court retain jurisdiction over this matter for the purpose of enforcing the terms hereof including entering Judgment upon Default in the terms and conditions of this Agreement as set forth hereinabove.

8. By its execution hereof, Defendant, by and through its counsel, hereby represents and warrants that its entry into this Agreement is authorized and ratified by the Board of Directors of Defendant's corporation.

Dated: 04/01/08


TIMOTHY R. HOTT, ESQ.
ATTORNEY FOR PLAINTIFFS


MICHAEL HESTON, ESQ.
ATTORNEY FOR DEFENDANT
EEJ MECHANICAL, INC.

SO ORDERED

STANLEY R. CHESLER, U.S.D.J.